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KEVIN STOCK  
COUNTY CLERK  
NO: 21-2-06715-0

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE**

JERRY OWENS,

Plaintiff,

v.

CACI INTERNATIONAL, INC.; CACI  
NSS, INC. d.b.a. CACI; and CACI, INC.  
– FEDERAL d.b.a. CACI,

Defendants.

No.

**COMPLAINT FOR DAMAGES**

I. WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY  
– WA STATE COMMON LAW  
TORT

COMES NOW the Plaintiff, Jerry Owens (“Plaintiff”), by and through his attorney of record, STEPHANIE HENDERSON STOCKER of HENDERSON LAW GROUP, PLLC, and states his cause of action against the Defendants, as follows:

**I. NATURE OF THE CASE**

1.1 This is an action for relief brought by Plaintiff against his former employer, CACI INTERNATIONAL, INC., CACI NSS, INC. doing business as CACI, and CACI, INC. – FEDERAL doing business as CACI (“Defendants”), for unlawful employment practices against Plaintiff during his employment, culminating in the adverse action of Plaintiff’s unlawful

**COMPLAINT FOR DAMAGES - 1**

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1 termination. Plaintiff alleges that Defendants, by and through its agents and representatives,  
 2 unlawfully committed the common law tort of wrongful termination in violation of public policy  
 3 when it made Plaintiff's working conditions to intolerable after he raised concerns about an  
 4 employee's failure to follow Defendant's policy and procedures, which led to unnecessary costs.  
 5 This action seeks to provide relief to Plaintiff, who was adversely affected by such practices.

## 6 **II. PARTIES**

7  
 8 2.1 Plaintiff is an individual, a resident of the State of Washington, Thurston County,  
 9 and former employee of Defendants. As an "inhabitant" of the State of Washington, Plaintiff is  
 10 protected from violations of the Washington State Common Law Tort.

11 2.2 Defendants CACI International Inc., CACI NSS, Inc. doing business as CACI,  
 12 and CACI, Inc. – Federal doing business as CACI are publicly traded companies based on  
 13 Arlington, VA, and doing business in Washington State as "CACI NSS, Inc." and "CACI, Inc. –  
 14 Federal." Together with its subsidiaries, Defendants' enterprise technology and expertise plays a  
 15 vital role in national security, safeguarding troops, and enabling the government to deliver cost-  
 16 effective and high-quality support for all Americans. At all relevant times Defendants were an  
 17 employer within the meaning of Washington State law. All acts and omissions of said  
 18 Defendants' employees, supervisors, managers, agents and/or officers were performed within the  
 19 course and scope of Plaintiff's employment and were performed for the benefit of said  
 20 Defendants.  
 21

## 22 **III. JURISDICTION AND VENUE**

23  
 24 3.1 Plaintiff's brings this lawsuit within the applicable WA State three-year statute of  
 25 limitations following the May 21, 2019 date of his unlawful termination from Defendants.  
 26

1           3.2     Jurisdiction is proper in this court pursuant to RCW 2.08.010.

2           3.3     Venue is proper in this court pursuant to RCW 4.12.020 and RCW 4.12.025.

3                               **IV.     STATEMENT OF FACTS**

4           4.1     Plaintiff was hired by Defendants on February 15, 2015 as a Network  
5 Administrator Lead working out of Joint Base Lewis McChord (“JBLM”). Plaintiff was  
6 promoted to Kuwait Country Manager in 2015, SWA Manager in 2017, and Engineering Liaison  
7 in 2018.

8  
9           4.2     Plaintiff has maintained a Top-Secret Clearance – he initially received his Top-  
10 Secret Clearance in 1984 after enlisting in the Army and retained it for actively for twenty (20)  
11 years until he retired from the military. Once working for Defendants, Anteon/General Dynamics  
12 Information Technology re-activated Plaintiff’s Top-Secret Clearance for roughly four (4) more  
13 years – after those four (4) years, it was downgraded to a Secret clearance as Plaintiff’s position  
14 did not require the Top-Secret Clearance to function and the cost to maintain it was quite high.  
15 Plaintiff has maintained a Secret Clearance since then.

16  
17           4.3     As part of certain positions with Defendants, international assignments are  
18 required. In March 2018, the Mil-Air Waiver was altered, and employees of government-  
19 contracted companies were required to use military transportation for international travel unless  
20 they received a waiver. During this time and aware of this change, Iraq’s Country Manager Paul  
21 Gilmore (“Manager Gilmore”) needed to get to Kuwait – Iraq and the government refused to  
22 alter the rules so he could use the commercial transportation. Regardless, Manager Gilmore used  
23 commercial transportation to travel to Kuwait and claimed that his doing so was an accident  
24

1 when questioned about his noncompliance with the rules. Defendants ultimately determined that  
2 Manager Gilmore photoshopped a waiver to allow him to fly commercially.

3 4.4 Beginning April 3, 2018, emails were exchanged between Manager Gilmore and  
4 Deputy Program Manager Richard Needham (“Manager Needham”) looking for an explanation  
5 as to why Manager Gilmore used commercial transportation after the government denied his  
6 request for a waiver. Although Plaintiff was not included on these emails, Operations Manager  
7 Gerald Soucy (“Manager Soucy”) and Travel Coordinator Felicia Krapf (“Coordinator Krapf”)   
8 both called Plaintiff to discuss Manager Gilmore’s commercial transportation – neither was  
9 buying Manager Gilmore’s “accidental” submission of a modified Mil-Air Waiver.  
10

11 4.5 Plaintiff confronted Program Manager Needham about his failure to include him  
12 on the emails regarding Manager Gilmore, as Manager Gilmore reported to Plaintiff. Program  
13 Manager Needham reluctantly forwarded the emails to Plaintiff. Upon reviewing the emails,  
14 Plaintiff knew Manager Gilmore’s travel was no accident and advised that Manager Gilmore  
15 should be terminated for forging the Mil-Air Waiver, a government-issued document, and for  
16 violating the Iraq travel procedure outline in the Theatre Travel SOP – Manager Soucy agreed  
17 that Manger Gilmore should be terminated. Plaintiff saw Manager Gilmore’s willingness to  
18 ignore laws, as well as program policies, and procedures for his own benefit demonstrated his  
19 unsuitableness to be in a leadership position and breached trust with the customer (US  
20 Government, MC4 Program).  
21

22 4.6 Once Plaintiff realized that Program Manger Needham was trying to cover up  
23 Manager Gilmore’s transgression and that Manager Gilmore was not going to be terminated or  
24 removed from the Iraq Lead Position despite his actions, Plaintiff used the emails between  
25  
26

1 Program Manager Needham and Manager Gilmore as a basis to file an anonymous Ethics  
2 Complaint on the “Convercent” website on April 12, 2018. The Convercent website managed  
3 anonymous reporting for several large companies, including Defendants. Only after Plaintiff sent  
4 several inquiries as to the status of his complaint and called the Convercent technical support,  
5 were Defendants contacted regarding Plaintiff’s Ethics Complaint. Defendants then closed the  
6 complaint without explanation. As a result, Plaintiff resubmitted an inquiry in June 2018, which  
7 was immediately closed without feedback.  
8

9 4.7 On June 8, 2018, Program Manager Needham asked Plaintiff to perform a verbal  
10 counselling with Manager Gilmore over the phone then follow up via email to create a record of  
11 the counselling. The counselling covered Manager Gilmore’s poor performance as a System  
12 Administrator, including his failure to apply system updates and patches making them vulnerable  
13 to hacking and viruses, his failure to supervise one of his team sites (Erbil), specifically the Erbil  
14 System Administrator Terrance Smith (“Administrator Smith”), and the fact that Plaintiff was  
15 receiving customer complaints from the area.  
16

17 4.8 Towards the end of the counseling, upon receiving more resistance from Manager  
18 Gilmore, Plaintiff said, “God damnit, you [Manger Gilmore] will do this” to Manager Gilmore.  
19 Manager Gilmore then hung up the phone and still refused to give the system passwords to  
20 Trainer Romano. Plaintiff sent an email to Manager Gilmore apologizing for his outburst but  
21 reaffirming his direction to give the passwords to Trainer Romano – Plaintiff then notified  
22 Program Manager Needham regarding what had transpired.  
23

24 4.9 Between June 18, 2018 and June 23, 2018, Plaintiff was interviewed by  
25 Defendant’s Human Resources (“HR”) and admitted to swearing during the heated counseling  
26

1 conversation with Manager Gilmore. Plaintiff further informed HR that he sent Manager  
2 Gilmore an email apologizing for his behavior immediately after and included Program Manager  
3 Needham on the email – Plaintiff denied ever calling him “Boy,” a racial slur. Plaintiff also told  
4 HR that he believed Manager Gilmore made this accusation as a desperate ploy to save his job.  
5 HR cleared Plaintiff of using the racial slur yet advised him to expect a written warning.

6       4.10 Program Manager Needham then advised Plaintiff of his plan for him directly  
7 supervise Paul Gilmore, while Plaintiff supervised the other Country Managers – Plaintiff said  
8 this plan was unacceptable as Manager Gilmore had already been given too many opportunities  
9 to be successful as a country manager and was a detriment to the Program. Plaintiff stated that if  
10 Manager Gilmore was not removed as Country Manager, he would step down as the SWA  
11 Manager because it would be obvious to employees that Plaintiff had no power to manage – he  
12 did not want his reputation within the program trashed by Manager Gilmore’s performance  
13 which Plaintiff could not correct.

14       4.11 Trainer Romano ultimately had to get the passwords from the Unit IT guy, yet  
15 nothing was ever done to handle Manager Gilmore’s treatment of Trainer Romano along with his  
16 aggression and refusal to follow directions.

17       4.12 On June 28, 2018, Plaintiff was given a Written Warning from Program Manager  
18 Needham. The written warning stated that Plaintiff failed to meet acceptable behavior standards  
19 in Defendant’s Policy/Procedure 03.08.10 – Employee should behave in a businesslike manner.  
20 The letter further instructed Plaintiff to engage all employees with respect and communicate with  
21 them using appropriate (non-offensive) language.  
22  
23  
24  
25  
26

1           4.13 In July 2018, Plaintiff received his Annual Performance Appraisal covering his  
2 employment from July 1, 2017 through June 30, 2018. Evaluating his position as an emerging  
3 leader, Plaintiff was rated as Consistently Meets Expectations or Frequently Exceeds  
4 Expectations. The notes describe Plaintiff as a very valuable member of the MC4 team. As a  
5 result of his ratings, Plaintiff also received a merit increase to his pay.

6           4.14 Plaintiff then started working as a System Administrator for the Western RSO,  
7 working for Manager Martin and Deputy Manager/Logistics Lead Larry Duppler, though  
8 Program Manager Needham and Defendants never transferred his supervision. Therefore,  
9 Plaintiff was still being supervised by Program Manager Needham.

11           4.15 In September 2018, SysAdmin Pait was leaving his position to return to  
12 deployment in Iraq. Onsite Engineer Kristina Bolland (“Engineer Bolland”) told Plaintiff that he  
13 should put his name in for consideration to fill the Engineering Liaison position. Plaintiff put his  
14 name in for the position then heard the U.S. Government encouraged his selection as the  
15 customer, yet Program Manager Needham was reluctant to make the decision – the Engineering  
16 Liaison position generally reports to Program Manager Needham but SysAdmin Pait reported to  
17 the Eastern Region Manager Owen Hardy.

19           4.16 By the beginning of October 2018, Plaintiff was promoted to the Engineering  
20 Liaison position; Plaintiff took over for SysAdmin Pait who wanted to deploy to Iraq. Plaintiff  
21 also continued to author a monthly Tech bulletin called “Tips and Tricks” which was very well  
22 received by Senior Staff as well as the Field Technicians.

24           4.17 Both Program Manager Needham and Manager Romano reached out to Plaintiff  
25 for advice on how to handle Erbil in or around December 2018. Plaintiff’s advice was the same  
26

1 to both – either SysAdmin Pait or Manger Romano should go to Erbil to fix all the systems that  
2 need fixed, patch up customer relations, and Administrator Smith should be replaced. When  
3 discussing this issue with Program Manager Needham, Plaintiff also added that he told him this  
4 would happen, as he had already warned Program Manager Needham that Manager Gilmore was  
5 covering for Administrator Smith in Erbil. Program Manager Needham was hopeful that  
6 Manager Romano or SysAdmin Pait would be able to resolve this issue.

7  
8 4.18 After this conversation, Plaintiff was convinced that Manager Dills was more of a  
9 figurehead, and Program Manager Needham was really running the show.

10 4.19 Between April 8, 2019 and April 26, 2019, Plaintiff was deployed to the BDSC  
11 Army Hospital in Iraq. Plaintiff travelled with Engineer Bolland to Iraq in order to perform a  
12 software upgrade to the hospital's inpatient system.

13 4.20 On April 23, 2019, Plaintiff participated in an MC4 Operations telecon with  
14 SysAdmin Pait, Manager Romano, Engineer Bolland – the group gathered around the speaker  
15 phone for the telecon. Trainer Sturgis was also in the room waiting to go to dinner with the group  
16 after the telecon, but was not involved in the conference. Trainer Sturgis was new and was on her  
17 first deployment – as she was awaiting her country residency Visa to get approved, she spent her  
18 time helping the local team but was not regularly in the office due to not feeling well. As a result,  
19 Trainer Sturgis mainly stayed in temporary lodging and only showed up to go to dinner each day.  
20 Once the telecon finished that day, the group went to dinner together.

21  
22 4.21 About a month later on May 20, 2019, Plaintiff was instructed to dial into a  
23 telephone conference with Program Manager Needham, and Human Resources Mike Griffith  
24 (“HR Griffith”). Plaintiff was merely informed that someone had made a complaint against him  
25  
26



1 – the complaint was regarding an alleged statement Plaintiff made to the effect of “someone  
2 should put a noose around his neck.” This statement was allegedly made in reference to Manager  
3 Allen during a weekly operations telephone conference while he was abroad. Although a specific  
4 date was not given, Plaintiff deduced that it must have been either April 16, 2019 or April 23,  
5 2019.

6 4.22 Plaintiff immediately denied making such a statement and that he would never  
7 make such a statement. Plaintiff recalled making a comment to the effect of “I [Plaintiff] love  
8 Marcus to death, but sometimes I [Plaintiff] wish he would stay in his own lane.” This was the  
9 only slightly negative comment Plaintiff recalled making. Plaintiff was asked to name everyone  
10 else who was in the room when the statement was made, and he did so Defendants could contact  
11 them. Defendants agreed to provide Plaintiff with contact information for as HR representative  
12 who would investigate this matter. Plaintiff was then placed on administrative leave.  
13

14 4.23 Plaintiff was shocked by these accusations, especially coming almost a month  
15 after the fact. He did not recall anything of substance that took place during the April 23, 2019  
16 telecon, but reached out to everyone who was in the room that day in hopes of clarifying what  
17 everyone else remembered. SysAdmin Pait, Manager Romano, and Engineer Bolland all returned  
18 his calls and did not know who made such a complaint – they all also denied hearing Plaintiff  
19 make such a statement.  
20

21 4.24 The following day, on May 21, 2019, Plaintiff was again contacted by Program  
22 Manager Needham and HR Griffith and informed that his employment was being terminated for  
23 violation of company standards of conduct. Plaintiff received an email from Program Manger  
24 Needham the same day with a Letter of Termination attached.  
25

4.25 As a result of Defendants' wrongful termination in violation of public policy of Plaintiff, Plaintiff has suffered the following emotional and physical repercussions on an ongoing basis since April 2018:

- Depression;
- Insomnia;
- Lack of Motivation;
- Stress; and
- Weight gain.

## V. CAUSES OF ACTION

### A. FIRST CAUSE OF ACTION **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY** *Violation of Washington State Common Law Tort*

5.1 Washington State recognizes a common law cause of action for wrongful discharge in violation of public policy. *Thompson v. St. Regis Paper Co.*, 102 Wash.2d 219, 685 P.2d 1081 (1984). The 2015 decision of *Rickman v. Premera Blue Cross*, 358 P.3d 1153, 184 Wn.2d 300 (Wash. 2015) the court reaffirmed the protections to employees, public or private, for raising concerns that are of interest to public policy.

5.2 "The tort of wrongful discharge became the subject of an academic treatise by Professor Henry Perritt." *Rickman*, at 310 (citing Henry H. Perritt, Jr., *Workplace Torts: Rights and Liabilities* § 3.14, at 75-76 (1991)). The court in *Rickman* reasoned that, "[i]n *Gardner*, we looked to Professor Perritt's treatise to embrace 'a more refined' analysis, in light of the unusual facts of that case." *Id.* (citing *Gardner v. Loomis Armored, Inc.*, 128 Wn.2d 931, 940, 913 P.2d 377 (1996)). "The Perritt test segments its analysis into four parts:

1. The existence of a clear public policy (the clarity element);
2. That discouraging the conduct in which the [plaintiff] engaged would jeopardize the public policy (the jeopardy element);

1           3. That the public-policy-linked conduct caused the dismissal (the causation  
2           element); and

3           4. That ‘[t]he defendant [has not] offer[ed] an overriding justification for the  
4           dismissal [of the plaintiff] (the absence of justification element).’”

5           *Id.* at 310 (citing *Gardner* at 941).

6           5.3     Here, Plaintiff raised good faith concerns that were clearly of interest to public  
7           policy. The questions raised by Plaintiff regarding Defendants’ decision to cover up Manager  
8           Gilmore’s transgression and allow the U.S. Government to pay for Manager Gilmore’s  
9           commercial transcript against company policy and procedure was a waste of state resources –  
10          meets the four-part test for the tort of Wrongful Discharge in Violation of Public Policy.

11          5.4     Plaintiff meets the four (4) elements required to establish a claim for wrongful  
12          termination in violation of public policy:

13               1. The existence of a clear public policy (the clarity element);

14               2. The conduct in which the Plaintiff engaged was necessary for the effective  
15               enforcement of the above-outlined public policy (the “Jeopardy” element);

16               3. That the public-policy-linked conduct caused the dismissal (the causation  
17               element); and

18               4. That ‘[t]he defendants [have not] offer[ed] an overriding justification for the  
19               dismissal [of the plaintiff] (the absence of justification element).’”

20          5.5     Conceptually, wrongful discharge is akin to retaliatory dismissal under RCW 49.60.  
21          *Cagle*, 106 Wn.2d at 918. Therefore, as a general matter, a plaintiff may prove causation for  
22          wrongful discharge in violation of public policy in the same way she proves retaliation in other  
23          contexts, such as discrimination. A plaintiff need prove only that an illegal reason was a  
24          substantial factor in the employer’s decision to take adverse action to prevail. *Mackay v. Acorn*  
25

1 *Custom Cabinetry Inc.*, 127 Wn.2d 302, 309-11, 898 P.2d 284 (1995). Absent a direct  
 2 statement of motive by the employer – which is rare – it requires a reasonable inference based on  
 3 circumstance. The timing of discharge is perhaps the most persuasive evidence of a causal  
 4 connection. *See, e.g.: Allen v. Iranon*, 283 F.3d 1070, 1077-78 (9<sup>th</sup> Cir. 2002) (holding 11-  
 5 month period between protected speech and punishment indicative of retaliatory motive).

6 Discharge some length of time after the employee’s filing of a claim will be less  
 7 likely to reflect an improper motive connected with that claim. Thus, ... in  
 8 establishing the prima facie case, “[p]roximity in time between the claim and the  
 9 firing is a typical beginning point, coupled with evidence of satisfactory work  
 10 performance and supervisory evaluations. Evidence of an actual pattern of  
 retaliatory conduct is, of course, very persuasive.” (Footnotes omitted.) 1 L.  
 Larson § 6.05[5], at 6-51.

11 *Wilmot v. Kaiser Aluminum & Chem. Corp.*, 118 Wn.2d 46, 69, 821 P.2d 18 (1991).

12 5.6 “Proximity in time” is only one of the many factors courts look at to decide  
 13 “Causal Link.” During the time between Plaintiff’s termination and his reporting what he  
 14 reasonably believed to be misconduct on the part of his employer, there was a pattern of  
 15 retaliatory conduct.  
 16

17 Evidence of an actual pattern of retaliatory conduct is, of course, very  
 18 persuasive.” (Footnotes omitted.) 1 L. Larson § 6.05[5], at 6-51. ***Wilmot v. Kaiser***  
 19 ***Aluminum & Chem. Corp.***, 118 Wn.2d 46, 69, 821 P.2d 18 (1991). *See also,*  
 20 ***Allen v. Iranon***, 283 F.3d 1070, 1077-78 (9<sup>th</sup> Cir. 2002) (holding 11-month period  
 between protected speech and punishment indicative of retaliatory motive).

21 *Id.*

22 5.7 Here, Plaintiff meets the causation element required for the Tort of Wrongful  
 23 Discharge in Violation of Public Policy. Defendants acted in violation of public policy (via  
 24 Deputy Program Manager Richard Needham) when it:  
 25  
 26

- 1 • **April 2018:** Silenced Plaintiff's concerns about Manager Gilmore's behavior and Defendants' failure to address it;
- 2 • **June 2018:** Defendants closed Plaintiff's anonymous Ethics Complaint on the Convercent website without proper investigation – complaint was filed on April 12, 2018;
- 3 • Then created a terrible work environment for Plaintiff in which he was subjected to the following by Defendants:
  - 4 ○ Forced to give a verbal counseling to Manager Gilmore due to his continued performance issues on **June 8, 2018**.
  - 5 ○ Backed Plaintiff into stepping down as the SWA Manager by failing to remove Manager Gilmore from the Country Manager position – Plaintiff refused to have his reputation trashed by Manager Gilmore's performance issues in **June 2018**.
  - 6 ○ Subjected Plaintiff to multiple Human Resources investigations based on baseless accusations made by Defendants' employees that Plaintiff made inappropriate statements including racial slurs – claims which have no witnesses and Plaintiff vehemently denies in **June 2018** and **April to May 2019**.
- 7 • Then terminated Plaintiff's employment absent an overriding reason not related to public policy on **May 21, 2019**.

#### 13 **A. Damages for Wrongful Termination in Violation of Public Policy**

14 5.8 Pursuant to Washington State law, damages available to Plaintiff for Defendants' wrongfully terminating him in violation of public policy are nearly identical to those available in 15 a WLAD action – economic and non-economic. *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (1986) (the tort of wrongful discharge in violation of public policy is an intentional tort 16 and emotional distress damages are recoverable). Under the WLAD, Plaintiff is entitled to 17 recover damages, including an award of compensatory damages, economic damages, recovery 18 for personal injuries for emotional distress, humiliation, and pain and suffering, as well as 19 attorney's fees and costs.

### 23 **VI. CLAIM FOR RELIEF**

24 WHEREFORE PLAINTIFF respectfully prays for relief that judgment be entered against 25 Defendants as follows:

26 **COMPLAINT FOR DAMAGES - 13**

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- 1 A. Back pay and front pay damages for an amount to be proved at trial;
- 2 B. Actual and/or general damages in an amount to be proven at trial.
- 3 C. Damages for future loss, emotional distress, pain and suffering,
- 4 inconvenience, mental anguish and loss of enjoyment of life and any
- 5 medical expenses flowing therefrom, in an amount to be proved at trial;
- 6 D. The Plaintiff's reasonable attorney fees;
- 7 E. Costs of suit;
- 8 F. Prejudgment interest at the highest lawful rate in an amount to be proved
- 9 at trial;
- 10 G. Tax consequences, including but not limited to compensation for any tax
- 11 penalty associated with a recovery;
- 12 H. Judgment in favor of the Plaintiff;
- 13 I. Lost fringe benefits; and
- 14 J. Such other and further relief as the Court may deem just and equitable.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands trial by jury in this action of all issues so triable.

17 DATED this 19 day of July, 2021.

18 **HENDERSON LAW GROUP, PLLC**

19  
20 By: 

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Attorney for Plaintiff Owens

**CERTIFICATION OF PLAINTIFF**

**JERRY OWENS**, hereby certifies as follows:

I am the Plaintiff in the above-entitled action. I have read the foregoing Complaint, know the contents thereof, and believe the same to be true. I certify and declare that the foregoing is true and correct, under penalty of perjury under the laws of the State of Washington, RCW 9A.72.085.

DATED at LACEY, WA, this 17 day of July, 2021.  
City State

  
\_\_\_\_\_  
**JERRY OWENS**